

Bruce F. Fain
Murphy, Kirkpatrick & Fain, P.L.L.P.
208 North Broadway, Suite 208
P.O. Box 429
Billings, MT 59103-0429
Phone: (406) 256-9700
Fax: (406) 256-9755
E-mail: bruce@murphkirk.com
I.D. Number: 3377

Attorneys for Plaintiff
Auto Auction of Montana

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MONTANA

In re:

INCREDIBLE AUTO SALES, LLC,

Debtor.

AUTO AUCTION ASSOCIATES OF
MONTANA, INC., D/B/A AUTO
AUCTION OF MONTANA A/K/A AUTO
AUCTION OF BILLINGS,

Plaintiff.

v.

INCREDIBLE AUTO SALES, LLC,

Defendant.

CASE NO. 06-60855

Adversary No. 06-00119

**NOTICE OF FILING OF INJUNCTION
BOND**

- - - - -
AUTO AUCTION ASSOCIATES OF MONTANA, INC., D/B/A AUTO AUCTION

OF MONTANA A/K/A AUTO AUCTION OF BILLINGS ("Auto Auction"), pursuant to this Court's order of October 20, 2006, hereby provides Notice of Filing on Injunction Bond. A copy of the bond, meeting the criteria set forth by the Court, is attached to this notice and its terms are incorporated as if set forth in full.

DATED this 23rd day of October, 2006.

Murphy, Kirkpatrick & Fain, P.L.L.P.
208 North Broadway, Suite 208
P.O. Box 429
Billings, MT 59103-0429

By: /S/ Bruce F. Fain
Bruce F. Fain
Attorneys for Plaintiff Auto
Auction of Montana

CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury that on this 23rd day of October, 2006, a copy of the NOTICE OF FILING OF INJUNCTION BOND was served upon counsel of record by the following method:

1,3,4 CM/ECF
_____ Hand Delivery
2 Mail
_____ Overnight Delivery Service
_____ Fax
_____ E-Mail

1. William L. Needler
William L. Needler and Associates
555 Skokie Blvd. Ste. 500
Northbrook, IL 60062
2. Nick Gutierrez
Incredible Auto Sales, LLC
1832 King Avenue West
Billings, MT 59102
3. Neal Jensen
U.S. Trustee
Liberty Center, Ste. 204
301 Central Ave.
P.O. Box 3509
Great Falls, MT 59403
4. Charles W. Hingle
Shane Coleman
P.O. Box 639
Billings, MT 59103-0639

_____/S/ Bruce F. Fain

INJUNCTION BOND

Case No. 06-60855-11

Bond # 2072768

KNOW ALL BY THESE PRESENTS:

That we, Auto Auction Associates of Montana, Inc. dba Auto Auction of Montana
as Principal(s), and North American Specialty Insurance Company of America, a
corporation authorized to transact surety business in the State of Montana, as Surety, are held
and firmly bound unto Incredible Auto Sales LLC, as Obligee, in the penal
sum of Seventy Five Thousand Dollars and 00/100

\$ 75,000.00) DOLLARS, lawful money of the United States of America, for the payment of which,
well and truly to be made, we bind ourselves, our heirs, legal representatives, successors and assigns,
jointly and severally, firmly by these presents.

Whereas, the above named plaintiff has duly applied to this court for a writ of injunction against the
defendant in this action, according to the statute in such cases provided.

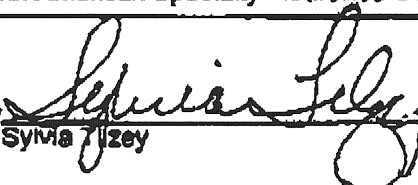
NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the said plaintiff shall pay
the said defendant such damages as he sustains by reason of said temporary injunction, if the Court
finally decided that the said plaintiff is not entitled thereto (or to either or any of them, if more than one
defendant), then this obligation shall be void, otherwise to remain in force and effect.

SIGNED AND SEALED this 23rd day of October, 2006.

Auto Auction Associates of Montana, Inc. dba Auto Auction of Montana

By  Principal

North American Specialty Insurance Company of America

By  Attorney-in-Fact
Syma Jzey

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of Arizona and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

Allan Hultgren, Sylvia Tilzey,

and Lori Newton,

jointly or severally

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TEN MILLION (10,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the President, any Executive Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Paul D. Amstutz
Paul D. Amstutz, President & Chief Executive Officer of Washington International Insurance Company &
Vice President of North American Specialty Insurance Company

By Steven P. Anderson
Steven P. Anderson, Executive Vice President of Washington International Insurance Company &
Vice President of North American Specialty Insurance Company



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10 day of January, 2005.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Du Page ss:

On this 10 day of January, 2005, before me, a Notary Public personally appeared Paul D. Amstutz, President and CEO of Washington International Insurance Company and Vice President of North American Specialty Insurance Company and Steven P. Anderson, Executive Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel
Yasmin A. Patel, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 23rd day of October, 2006.

James A. Carpenter
James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company &
Assistant Secretary of North American Specialty Insurance Company

AGREEMENT OF INDEMNITY

The undersigned applicant and indemnitors hereby request the Company to become surety for the above bond. The undersigned hereby certify the truth of all statements in the application and attachments and jointly and severally agree:

- 1) to pay the usual premiums including continuations and/or renewals;
- 2) to completely **INDEMNIFY** the Company against any and all liability, loss, costs, damages, fees attorneys fees and other expenses which the Company may sustain or incur by reason of, or in consequence of the execution of such Bonds and any renewal, continuation or successor thereof.
- 3) that this agreement shall cover not only the suretyship above recited, but all alterations, renewals, extensions, modifications or increases in bond amount which may be requested or assented to by the Principal named in said Bond.
- 4) that the Company shall have the right to pay, settle or compromise any claim, demand, suit or judgment upon said Bond(s) and its decision in good faith to make any payment shall be final and conclusive as to the fact and extent of the liability of the undersigned.
- 5) upon demand by the Company, to deposit current funds with the Company in amount sufficient to satisfy any liability, claim asserted, suit or judgment by reason of such suretyship.
- 6) that if said Bond is cancelable, this agreement may be terminated by the undersigned as to subsequent liability, upon thirty days written notice given to the Company by such indemnitors by Certified Mail addressed to Company at its Home Office at Itasca, Illinois and with written confirmation from the Company stating when such termination will take effect.
- 7) that company may, in its sole discretion, decline to execute or renew any bond.

Warning: A person who, with the intent of defraud, submits an application or files a claim containing any false, incomplete or misleading information, or helps commit a fraud against an insurer, is guilty of a crime and is subject to criminal and civil penalties.

Fair Credit Reporting Act Notice: In making this application for surety it is understood than an investigative consumer report may be prepared whereby pertinent information concerning your character, reputation, personal characteristics and mode of living may be obtained. Information as to the nature and scope of this report may be obtained upon written request.

Dated this 23rd day of October, 2006

If Applicant is an **INDIVIDUAL**, sign here:

Witness: _____
(Typed Name)

By: _____
(Typed Name)

If Applicant is a **PARTNERSHIP**, sign here:

Witness: _____
(Typed Name)

By: _____
(Typed Name)

Witness: _____
(Typed Name)

By: _____
(Typed Name)

If Applicant is a **CORPORATION**, sign here:

Witness: _____
(Typed Name and Title)

By: _____
(Typed Name and Title)

In consideration of the execution by the Company of the bond herein applied for, the undersigned, jointly and severally, join in the forgoing indemnity agreement.

SIGNATURE OF INDEMNITORS

Witness _____
Witness _____
Witness _____
Witness _____

INDEMNITOR
INDEMNITOR
INDEMNITOR
INDEMNITOR